

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blue Martini Software, Inc.		08/17/2006	CORPORATION: DELAWARE
Blue Martini Software International Holdings, Inc.		08/17/2006	CORPORATION:
Ecometry Corporation		08/17/2006	CORPORATION: FLORIDA
Furnishnet, Inc.		08/17/2006	CORPORATION: DELAWARE
Gers Holdings, Inc.		08/17/2006	CORPORATION: DELAWARE
Gers, Inc.		08/17/2006	CORPORATION: DELAWARE
Multi-Channel Intermediate Holdings, Inc.		08/17/2006	CORPORATION: DELAWARE
Escalate, Inc.		08/17/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	D.B. Zwirn Special Opportunities Fund, L.P., as agent
<b>Street Address:</b>	745 Fifth Avenue
<b>Internal Address:</b>	18th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10151
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78241530	LEAN SELLING
Serial Number:	78241526	LEAN SELLING
Registration Number:	2425596	BLUE MARTINI SOFTWARE
Registration Number:	2519772	BLUE MARTINI
Registration Number:	2527935	BLUE MARTINI S O F T W A R E
Registration Number:	2547719	BLUE MARTINI

CH \$490.00 78241530

Registration Number:	2523486	ECOMETRY
Registration Number:	2411594	PREDICTIVE RESPONSE
Registration Number:	2217879	EUROMACS
Registration Number:	2309829	MACS III
Registration Number:	2369957	MACSACCESS
Registration Number:	2422554	VISUALMACS
Registration Number:	2331015	GERS
Registration Number:	2363706	GERS
Registration Number:	2363702	GERS RETAIL SYSTEMS
Registration Number:	2363707	GERS RETAIL SYSTEMS
Registration Number:	2678568	
Registration Number:	2543411	ESCALATE
Registration Number:	2556893	ESCALATE

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962.0077
NAME OF SUBMITTER:	Daniel Angel, Esq. (017962.0077)
Signature:	/kc for da/
Date:	08/23/2006

**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of August 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as August 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Multi-Channel Intermediate Holdings, Inc., a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof as "Borrowers" (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of August 17, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**


**BLUE MARTINI SOFTWARE, INC.,**  
a Delaware corporation

By:   
Name: John Marrah  
Title: President

**BLUE MARTINI SOFTWARE  
INTERNATIONAL HOLDINGS, INC.,**

By:   
Name: John Marrah  
Title: President

**ECOMETRY CORPORATION,**  
a Florida corporation

By:   
Name: John Marrah  
Title: President

**ESCALATE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Stewart Bloom  
Title: President and Chief Executive Officer

**FURNISHNET, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Stewart Bloom  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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a Delaware corporation

By: \_\_\_\_\_  
Name: John Marrah  
Title: President

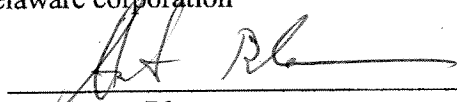
**BLUE MARTINI SOFTWARE  
INTERNATIONAL HOLDINGS, INC.,**

By: \_\_\_\_\_  
Name: John Marrah  
Title: President

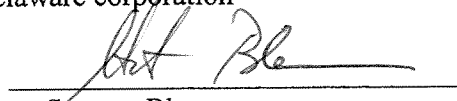
**ECOMETRY CORPORATION,**  
a Florida corporation

By: \_\_\_\_\_  
Name: John Marrah  
Title: President


**ESCALATE, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Stewart Bloom  
Title: President and Chief Executive Officer


**FURNISHNET, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Stewart Bloom  
Title: President and Chief Executive Officer

**GERS HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Stewart Bloom  
Title: President and Chief Executive Officer

**GERS, INC.,**  
a Delaware corporation

By:   
Name: Stewart Bloom  
Title: President and Chief Executive Officer

**MULTI-CHANNEL INTERMEDIATE  
HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: John Marrah  
Title: President


**GERS HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Stewart Bloom  
Title: President and Chief Executive Officer

**GERS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Stewart Bloom  
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a Delaware corporation

By:  \_\_\_\_\_  
Name: John Marrah  
Title: President

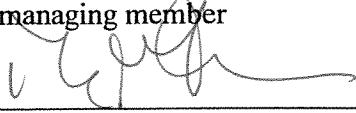


**ACCEPTED AND ACKNOWLEDGED BY:**

**D.B. ZWIRN SPECIAL OPPORTUNITIES  
FUND, L.P.**, a Delaware limited partnership,  
as Agent

By: D.B. Zwirn Partners, LLC,  
its general partner

By: Zwirn Holdings, LLC,  
its managing member

By:   
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Perry A. Gruss**  
**Authorized Signatory**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Registrations/Applications**Blue Martini Software, Inc.

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
US	LEAN SELLING	Pending Intent to Use	78/241,530	4/24/03	Blue Martini Software Inc.
US	LEAN SELLING	Pending Intent to Use	78/241,526	4/24/03	Blue Martini Software Inc.
US	BLUE MARTINI SOFTWARE	Registered	2,425,596	1/30/01	Blue Martini Software Inc.
US	BLUE MARTINI	Registered	2,519,772	12/18/01	Blue Martini Software Inc.
US	BLUE MARTINI SOFTWARE & Design	Registered	2,527,935	1/8/02	Blue Martini Software Inc.
US	BLUE MARTINI	Registered	2,547,719	3/12/02	Blue Martini Software Inc.
Chile	BLUE MARTINI	Registered	598.677	6/29/01	Blue Martini Software Inc.
Chile	BLUE MARTINI	Registered	598.678	Registered 6/29/01	Blue Martini Software Inc.
China	BLUE MARTINI	Registered	1678426	12/7/01	Blue Martini Software Inc.
China	BLUE MARTINI	Registered	1739779	3/28/02	Blue Martini Software Inc.
European Union	BLUE MARTINI	Registered	1159292	5/1/99	Blue Martini Software Inc.
European Union	LEAN SELLING	Pending	3443348	10/24/03	Blue Martini Software Inc.
Germany	BLUE MARTINI	Registered	399 25 566	5/3/99	Blue Martini Software Inc.
Hong Kong	BLUE MARTINI	Registered	12053/2001	9/27/00	Blue Martini Software Inc.
Hong Kong	BLUE MARTINI	Registered	13104/2002	9/27/00	Blue Martini Software Inc.
India	BLUE MARTINI	Pending	961781	10/6/00	Blue Martini Software Inc.
Israel	BLUE MARTINI	Registered	142520	9/28/00	Blue Martini Software Inc.

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
Israel	BLUE MARTINI	Registered	142521	9/28/00	Blue Martini Software Inc.
Japan	BLUE MARTINI	Registered	4405982	8/4/00	Blue Martini Software Inc.
Mexico	BLUE MARTINI	Registered	680679	10/3/00	Blue Martini Software Inc.
Mexico	BLUE MARTINI	Registered	685816	9/7/00	Blue Martini Software Inc.
Norway	BLUE MARTINI	Registered	213886	4/4/02	Blue Martini Software Inc.
Singapore	BLUE MARTINI	Registered	T00/17074 A	9/28/00	Blue Martini Software Inc.
Singapore	BLUE MARTINI	Registered	T00/17074 A	9/28/00	Blue Martini Software Inc.
South Africa	BLUE MARTINI SOFTWARE & Design	Pending	2003/13413	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI SOFTWARE & Design	Pending	2003/13412	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI	Pending	2003/13411	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI	Pending	2003/13410	8/11/03	Blue Martini Software Inc.
South Korea	BLUE MARTINI	Registered	075656	5/8/02	Blue Martini Software Inc.
South Korea	BLUE MARTINI	Registered	0512434	2/14/02	Blue Martini Software Inc.
Switzerland	BLUE MARTINI	Registered	465,447	4/30/99	Blue Martini Software Inc.
Taiwan	BLUE MARTINI	Registered	170306	9/16/02	Blue Martini Software Inc.
Taiwan	BLUE MARTINI	Registered	1026343	12/16/02	Blue Martini Software Inc.
United Kingdom	BLUE MARTINI	Registered	2196371	5/4/99	Blue Martini Software Inc.
Venezuela	BLUE MARTINI	Registered	17955/00	Registered 6/28/02	Blue Martini Software Inc.
Venezuela	BLUE MARTINI	Registered	17956/00	Registered 6/28/02	Blue Martini Software Inc.

b. Ecometry Corporation

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
U.S.	ECOMETRY	Registered	2,523,486	12/25/01	Ecometry Corporation
U.S.	PREDICTIVE RESPONSE	Registered	2,411,594	12/5/00	Ecometry Corporation
U.S.	EUROMACS	Registered	2,217,879	1/12/99	Ecometry Corporation
U.S.	MACS III	Registered	2,309,829	1/18/00	Ecometry Corporation
U.S.	MACSACCESS	Registered	2,369,957	7/25/00	Ecometry Corporation
U.S.	VISUALMACS	Registered	2,422,554	1/23/01	Ecometry Corporation

c. GERS, Inc.

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
U.S.	GERS (Servicemark)	Registered	2,331,015	3/21/00	GERS, Inc.
U.S.	GERS (Trademark)	Registered	2,363,706	7/4/00	GERS, Inc.
U.S.	GERS Retail Systems (Servicemark)	Registered	2,363,702	7/4/00	GERS, Inc.
U.S.	GERS Retail Systems (Trademark)	Registered	2,363,707	7/4/00	GERS, Inc.
Mexico	GERS Retail Systems (Servicemark)	Registered	635,239	12/1/99	GERS, Inc.
Mexico	GERS (Servicemark)	Registered	635,238	12/1/99	GERS, Inc.

d. Escalate, Inc.

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
U.S.	Circles Logo (Servicemark)	Registered	2,678,568	1/21/03	Escalate, Inc.
U.S.	ESCALATE	Registered	2,543,411	2/26/02	Escalate, Inc.

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
	(Servicemark)				
U.S.	ESCALATE and Circles Logo (Servicemark)	Registered	2,556,893	4/2/01	Escalate, Inc.
European Community	Circles Logo (Trademark/ Servicemark)	Registered	1,684,927	12/20/01	Escalate, Inc.
European Community	ESCALATE (Trademark/ Servicemark)	Registered	1,614,429	7/9/02	Escalate, Inc.
European Community	ESCALATE and Circles Logo (Trademark/ Servicemark)	Registered	1,685,130	10/16/01	Escalate, Inc.
France	Circles Logo (Servicemark)	Application Filed	00/3031701	5/31/00	Escalate, Inc.
France	ESCALATE (Servicemark)	Application Filed	2000 3022051	4/17/00	Escalate, Inc.
France	ESCALATE and Circles Logo (Servicemark)	Application Filed	2000 3031699	5/31/00	Escalate, Inc.
France	BLUE JUNGLE	Application Filed	2000 3041535	7/19/00	Escalate, Inc.
France	COMMERCE BY ESCALATE	Application Filed	2000 3046110	8/9/00	Escalate, Inc.
France	ESCALATE ESCALATE YOUR E-COMMERCE	Application Filed	2000 3046111	8/9/00	Escalate, Inc.
France	ESCALATE NONSTOP E-COMMERCE	Application Filed	2000 3046112	8/9/00	Escalate, Inc.
France	ESCALATE THE 1 <sup>ST</sup> E-COMMERCE SERVICE PROVIDER	Application Filed	2000 3031702	5/31/00	Escalate, Inc.
France	ESCALATE TO MARKET	Application Filed	2000 3027798	5/31/00	Escalate, Inc.